

Supreme Court, U. S.  
FILED

APR 26 1978

MICHAEL RODAK, JR., CLERK

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IN THE  
SUPREME COURT OF THE UNITED STATES  
OCTOBER TERM, 1977

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No. 77-1119

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WILLIAM HERBERT ORR,

*Appellant,*

v.

LILLIAN M. ORR,

*Appellee.*

---

APPEAL FROM THE SUPREME COURT OF ALABAMA

---

MOTION TO DISMISS OR TO AFFIRM

---

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Opelika, Alabama 36801

*Attorney for Appellee.*

*Of Counsel:*

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APPEAL FROM THE SUPREME COURT OF ALABAMA

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MOTION TO DISMISS OR TO AFFIRM

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The Appellee moves the Court to dismiss the appeal herein or, in the alternative, to affirm the judgment of the Supreme Court of Alabama on the ground that the appeal presents no substantial federal question.

## I.

THE STATE STATUTE INVOLVED AND  
THE NATURE OF THE CASE

## A. THE STATUTES

The Appellant takes the position that the Alabama Alimony Statutes<sup>1</sup> are unconstitutional because they violate the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution. These statutes provide that the Court, in the event of a divorce, has the discretion to award alimony to the divorced wife. The statutes do not make provision for an alimony award to a divorced husband.

## B. THE PROCEEDINGS BELOW

The parties were divorced by decree of the Circuit Court of Lee County, Alabama, dated February 26, 1974. A copy of the decree is attached as Appendix A. The decree orders Appellant to make bi-monthly alimony payments to the Appellee.

On July 28, 1976, the Appellee filed a petition for rule to show cause and for judgment in the Circuit Court of Lee County, Alabama, alleging that the Appellant was in contempt of Court for his failure to make alimony payments to the Appellee as required by the decree. A copy of the petition is attached as Appendix B. Appellant responded to the petition by filing a motion with the Circuit Court of Lee County, Alabama, to enjoin enforcement of the alimony award in the divorce decree on the ground that the Alabama Alimony Statutes are unconstitutional. The motion was denied by the Circuit Court of

<sup>1</sup>Code of Ala. 1975 Sections 30-2-51 through 30-2-53. These statutes formerly appeared in the Code of Alabama as Title 34, Sections 31-33 (1940) (Recomp. 1958).

Lee County, Alabama, on August 19, 1976. The motion and the order denying the motion are attached to Appellant's Jurisdictional Statement as a portion of Appendix D.<sup>2</sup>

The Appellee's petition for rule to show cause and for judgment was granted by the Circuit Court of Lee County, Alabama, on August 19, 1976, and the Appellant appealed that judgment to the Court of Civil Appeals of Alabama. The judgment is attached to Appellant's Jurisdictional Statement as a portion of Appendix B.<sup>3</sup>

The Alabama Court of Civil Appeals affirmed the action of the trial court in granting judgment to Appellee, and after having granted Appellant's petition for certiorari, the Supreme Court of Alabama quashed the petition for writ of certiorari as being improvidently granted. The decisions of the Alabama Court of Civil Appeals and the Alabama Supreme Court are attached to Appellant's Jurisdictional Statement as Appendix A.<sup>4</sup>

## II.

## ARGUMENT

The Case Presents No Substantial Question Not  
Previously Decided By This Court

The issue raised by this appeal does not involve a substantial federal question because the question has been foreclosed by previous decisions of this Court. The issue presented by this appeal is the same as the issue presented

<sup>2</sup>Appellant's Jurisdictional Statement pp. 22a-24a.

<sup>3</sup>Appellant's Jurisdictional Statement pp. 16a-19a.

<sup>4</sup>Appellant's Jurisdictional Statement pp. 1a-13a. *Orr v. Orr*, Ala. Civ. App. 351 So.2d 904 (1977), petition for cert. quashed, Ala. 351 So.2d 906 (1977).

in *Murphy v. Murphy*, 232 Ga. 352, 206 S.E.2d 458 (1974), and this Court denied certiorari in that case at 421 U.S. 929 (1975). In *Murphy* the divorced husband challenged the constitutionality of the Georgia Alimony Statute because it only authorized an award of alimony to the divorced wife. Insofar as the issues raised by this appeal are concerned the Georgia and Alabama Alimony Laws are the same. The Georgia Court held that the Law was constitutional. Appellant asserts that *Murphy*, when presented to this Court, was in a "confused posture" because review was sought by certiorari rather than appeal.<sup>5</sup> The fact that review was sought by certiorari should not be confusing since 28 U.S.C. Section 1257(3) authorizes such review. *Stanley v. Illinois*, 405 U.S. 645 (1972), relied on by Appellant,<sup>6</sup> came to this Court on certiorari.

Appellate Courts in Alabama, Georgia, and Louisiana have considered this Court's opinion in *Kahn v. Shevin*, 416 U.S. 351 (1974) to be dispositive of the issue presented by this appeal.<sup>7</sup>

In the *Kahn* case the issue was the constitutionality of a Florida statute which granted a property tax exemption to widows, but offered no analogous benefit for widowers. This Court upheld the constitutionality of the law which admittedly conferred an economic benefit on females which was withheld from males. The Court observed that the object of the Florida statute was to reduce the disparity between the economic capabilities

<sup>5</sup> Appellant's Jurisdictional Statement p. 6.

<sup>6</sup> Appellant's Jurisdictional Statement p. 6.

<sup>7</sup> *Orr v. Orr*, Ala. Civ. App. 351 So.2d 904 (1977); *Murphy v. Murphy*, *supra*; *Dill v. Dill*, 232 Ga. 231, 206 S.E.2d 6 (1974); and *Whitt v. Vauthier*, La. App. 316 So.2d 202 (1975).

of men and women, and the classification of the statute was valid because it bore a "fair and substantial" relation to that object. The Court noted that the financial difficulties confronting "the lone woman" exceed the difficulties facing men, and the difficulties are especially acute for the woman who was formerly married and probably economically dependent on her husband. In *Kahn* the Court was dealing with widows, but the divorced female finds herself just as economically alone and deprived as the widow. The Court reasoned that the Florida statute furthered the State policy, "of cushioning the financial impact of spousal loss upon the sex for which that loss imposes a disproportionately heavy burden."

The ratio decidendi established by *Kahn* is that a state statute which confers an economic benefit on females, without awarding the same benefits to males, is not violative of the Equal Protection Clause of the Constitution.

In his Jurisdictional Statement the Appellant has cited two cases in which this Court struck down statutes favoring females<sup>8</sup>—*Stanley v. Illinois*, 405 U.S. 645 (1972) and *Craig v. Boren*, 429 U.S. 190 (1976). These cases are inapplicable because the statutes there challenged did not confer an economic benefit on females. The statute in *Stanley* favored females in child custody proceedings, and the statute in *Craig* favored females in the purchase of alcoholic beverages. The principles enunciated in *Kahn* could not save the statutes, since *Kahn* stands for the proposition that legislation designed to economically benefit lone women is constitutional because lone women have historically been the objects of economic deprivation. Thus, *Kahn* is applicable to the issues in this case involving the Alabama Alimony Law, but it was inapplicable to

<sup>8</sup> Appellant's Jurisdictional Statement pp. 6-7.



the non-economic statutes in *Stanley* and *Craig*. The statutes in *Stanley* and *Craig* were not designed to "cushion the financial impact of spousal loss."

In the remaining Supreme Court cases cited by Appellant, where a gender-based classification was at issue,<sup>9</sup> the challenged statutes economically discriminated in favor of *males*, and this Court found the statutes to be unconstitutional, since no valid objective could be accomplished by statutes which favored a class that was already favored. Appellant cited *Stanton v. Stanton*, 421 U.S. 7 (1975), *Reed v. Reed*, 404 U.S. 71 (1971), and *Weinberger v. Wiesenfeld*, 420 U.S. 636 (1975). In *Stanton* the statute gave preference to men since it required parental support for male children to age 21, while the parental duty of support for female children terminated at age 18. The statute in *Reed* gave preference to men over women in serving as administrators of estates. In *Weinberger* the Social Security Act provided for benefits to widows, but not widowers, and this discriminated against women because it prevented the woman from earning benefits for her surviving spouse, whereas men could earn such benefits. All of these statutes which economically discriminated in favor of males were properly held unconstitutional, and are not in conflict with *Kahn v. Shevin*, *supra*.

This Court followed *Kahn v. Shevin*, *supra*, in *Schlesinger v. Ballard*, 419 U.S. 498 (1975), where it upheld a law giving preference to female naval officers over male naval officers. The Court reasoned that Congress may have rationally believed that the women officers had

<sup>9</sup>*Levy v. Louisiana*, 391 U.S. 68 (1968), also cited by Appellant, was not concerned with a gender-based classification in a statute, and is, for that reason, inapplicable here.

less opportunity for promotion, so this would justify the law which gave the women a longer period of tenure.

### III. CONCLUSION

Because this Court has previously decided the issue raised by this appeal, no substantial federal question is presented, and Appellee respectfully moves the Court to dismiss this appeal or, in the alternative, to affirm the judgment entered in this case by the Supreme Court of Alabama.

Respectfully submitted,

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*Attorney for Appellee.*

*Of Counsel:*

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## **APPENDIX**

## APPENDIX A

STATE OF ALABAMA, LEE COUNTY

IN THE  
CIRCUIT COURT OF LEE COUNTY  
IN EQUITY  
AT OPELIKA, ALABAMA

LILLIAN M. ORR,	)	
	)	
Complainant,	)	
	)	
VS.	)	No. 186
	)	
WILLIAM HERBERT ORR,	)	
	)	
Respondent.	)	

## DIVORCE DECREE

This cause coming on to be heard at this term, was submitted upon the Bill of Complaint, Answer and Waiver and testimony as shown by the note of submission, and upon consideration thereof, the Court is of opinion and finds that the Court has jurisdiction of the parties and of the cause of action, and that the complainant is entitled to the relief prayed for in her said Bill. It is, therefore,

ORDERED, ADJUDGED AND DECREED BY THE COURT:

1. That the bonds of matrimony heretofore existing between the Complainant and Respondent be, and the same are hereby dissolved, and the said Lillian M. Orr is forever divorced from the said William Herbert Orr.



2. The neither the Complainant nor the Respondent shall again marry, except to each other, until sixty days after the date of this decree of divorce.

3. That William Herbert Orr, the Respondent, pay the costs herein to be taxed, for which execution may issue.

4. That the alimony and property settlement stipulation of the parties dated February 26, 1974, filed herein, is made a part of this decree by reference, as if fully set out herein, and it is hereby

ORDERED, ADJUDGED AND DECREED that said decree be implemented according to the terms of said settlement agreement, and the said agreement and stipulation of the parties is expressly made a part of this decree.

This the 26th day of February, 1974.

/s/ G. H. Wright, Jr.  
Judge Circuit Court, in Equity

Filed in Office this 26 day of February, 1974.

/s/ Hal Smith  
Register

STATE OF ALABAMA, ) IN THE CIRCUIT  
 ) COURT OF LEE  
 ) COUNTY IN EQUITY,  
LEE COUNTY. ) AT OPELIKA

I, Hal Smith, as Register of said Court, do hereby certify that the foregoing is a full, true and correct copy of a decree rendered by said court on the 26 day of February, 1974, in a certain cause pending in said Court wherein Lillian M. Orr was Complainant, and William Herbert Orr Respondent, as the same appears of record and on file in this office.

Witness my hand and the seal of said Court, this the 26 day of July, 1974.

/s/ Hal Smith  
As Register of the Circuit Court of Lee  
County, Alabama, In Equity.

IN RE: THE MARRIAGE OF )  
 ) IN THE CIRCUIT  
LILLIAN M. ORR, ) COURT OF LEE  
 ) COUNTY, ALABAMA,  
PETITIONER, ) FORMERLY IN  
VS. ) EQUITY  
 )  
WILLIAM HERBERT ORR, ) CASE NO. 186  
 )  
RESPONDENT. )

#### STIPULATION OF PARTIES

This agreement made and entered into by and between Lillian M. Orr, petitioner, hereinafter referred to as wife, and William Herbert Orr, respondent, hereinafter referred to as husband.

#### WITNESSETH THAT:

WHEREAS, the above named parties are presently the petitioner and respondent, respectively, in the above styled suit for divorce, and an agreement of parties having been reached between them with respect to their property rights, alimony, and other matters in dispute in such litigation, and,

WHEREAS, the parties are desirous of entering into an agreement concerning such matters without the necessity of a hearing before the Court on the matters to which they have agreed, and,

WHEREAS, the parties desire to terminate all further marital obligations to each other, including the rights of support and maintenance of the wife by the husband, all dower and homestead rights, together with all rights existing between the parties growing out of their marriage relationship, so that all of the rights and obligations which each has against the other shall be set out in this agreement which they mutually agree shall be presented to the Court for ratification and approval,

NOW, THEREFORE, in consideration of the premises, the recitals above set forth and the mutual covenants herein provided, it is mutually agreed by and between the parties hereto, with the advice and consent of their respective attorneys of record, as follows:

1. Husband and wife may and shall continue to live separate and apart from each other and be free from each other's marital control and authority, and each shall and may reside, from time to time, at such place or places as each shall, from time to time, desire. Neither husband nor wife shall molest, annoy, or trouble the other, nor compel or endeavor to compel directly or indirectly, the other to dwell or cohabit with him or her, as the case may be. From and after the date of his agreement, neither of the parties hereto shall make any claim upon the other for any marital or nuptial rights, or property rights, or rights, or rights of support, except as hereinafter set forth.

2. Husband shall, during the lifetime of the wife, or until she marries, and for and during his lifetime, pay to the wife for her support and maintenance, use and com-

fort, the sum of \$1,240.00 per month, payable in two installments of \$620.00 each, the first to be made payable on or before the 5th day of each consecutive month, and the second on or before the 20th of each consecutive month.

3. Husband shall pay substantially at the time of the execution of this agreement, or upon its ratification by the Court, the balance due on the purchase price of the 1973 Corvette presently being operated by wife, and shall transfer title thereto to her name solely. At the time of the execution of this agreement the balance due on the purchase price of said automobile is approximately \$4,800.00. Husband further agrees that he will cause the present policy of automobile insurance of all kinds on said vehicle to be transferred to wife, and he further agrees that he will continue to pay the insurance premium on said car, or any replacement car of similar value of smaller, from year to year until wife's income equals \$2,000.00 per month, as set out in paragraph 4 of this agreement. The limits of liability insurance coverage in such policy shall comply with the minimum requirements for such in the state in which the wife chooses to reside.

4. At the time of the execution of this agreement husband says that husband's taxable income is \$26,000.00 per year, received in salary and he receives expenses from his employer sufficient only to pay actual tax allowable business expense while on business for his employer. In the event husband's taxable income, plus any nontaxable income, such as income from tax exempt bonds, increases in the future such increase shall be divided 50-50 between husband and wife until such time as the wife's monthly alimony payment from husband shall equal \$1,500.00 per month. After the alimony payment to wife reaches \$1,500.00 per month any increase in hus-

band's income as above defined shall be divided between him and wife on a basis of 25% to wife and 75% to husband until the monthly alimony payment by husband to wife reaches \$2,000.00 per month. Thereafter, any increase in the husband's income shall be his, without the requirement of increasing his alimony payment to wife, except as set forth in Paragraph 14.

5. Husband and wife presently own jointly a residence located at 301 Gardner Drive in the City of Auburn, Lee County, Alabama, which is described in deed to them dated October 13, 1970, from C. Sentell Harper and Janis Clements Harper, his wife, which appears of record in the office of the Judge of Probate of Lee County, Alabama, in Deed Book 842 at page 87, a copy of which is attached hereto, marked "Exhibit A" and made a part hereof. Husband will convey to his wife his undivided interest in such property, upon her assuming the payment of the balance of the mortgage indebtedness thereon and agreeing to hold him harmless against the collection of any part thereof from him, and wife agrees to accept such conveyance to her on such terms. Upon the husband's conveying all of his interest in the said house and lot in the City of Auburn to wife she shall be obligated to continue making the mortgage payments and to relieve the husband from his obligation and to hold him harmless from making such payments in the future. If for any reason the husband makes any of these payments, at the request of the wife, he shall be reimbursed the amounts so made when the property is sold.

6. Husband will keep wife insured (and he or his employing company will pay the premium for same) with the group health and accident insurance policy maintained by his employer at its current coverage, or by his employer's subsidiary corporation; or he shall secure and

pay for comparable health and accident insurance for wife at its current coverage. Wife will be furnished proper certificate showing premium paid and insurance at all times current. In the event husband does not retain or secure such insurance husband will pay all reasonable medical and hospital bills incurred by wife.

7. Husband shall keep current and pay the premiums on life insurance policies on his life with Equitable Life Assurance Society, Provident Life Insurance Company and Mutual of New York on which wife is beneficiary and shall continue to leave wife as beneficiary thereon for the duration of this agreement, said policies being described and designated as follows:

<i>Company</i>	<i>Policy</i>	<i>Amount</i>
Equitable Life Assurance Society	62293019	\$28,000
Provident Life Insurance Co.	E791	\$50,000
Mutual of New York	9744490NY	\$30,000
(with 20 year declining term)		

Husband shall not borrow against these policies, use them as security or in any way lessen their value. If husband should fail to pay any premium when due, then wife may pay same and recover the amount so paid from husband, together with a reasonable attorney's fee for so collecting.

8. Husband agrees to pay solicitors' fees for the solicitors of record for wife as follows: For Frank J. Tipler, Jr., the sum of \$2,500.00 payable in full at the time of execution of this agreement. For William F. Horsley, the sum of \$1,000.00 payable in full at said time. If it shall hereafter be necessary for wife to employ counsel to enforce or modify this agreement or to take any other action not herein referred to, wife reserves the right to apply to this Court for such attorneys' fees and costs as she may then have incurred thereby, and husband agrees



to pay the reasonable fees and costs so set by the Court in this event.

9. Husband agrees that he will furnish wife with copy of his personal federal income tax return, and a certified statement of other monies or things of value received by inheritance, gift or loan from his father or mother for each year during the life of his agreement until his income is sufficiently high for him to be required to pay \$2,000.00 per month as alimony to wife; and any great change, by inheritance for otherwise, thereafter. At the time husband furnishes a copy of his personal federal income tax return to wife he shall also furnish to her a statement from the appropriate officer of any corporation by which he is employed to the effect that all reimbursements for expenses are for actual expenses incurred, only. If there are any expenses which have not actually been incurred by husband, the statement from the appropriate officer of the corporation shall so show.

10. Wife and husband agree that they will not at any time hereafter contract any debt, charge or liability whatsoever for which the other or his property or estate shall be or may be liable or answerable except as set forth in this agreement.

11. There are no children of the marriage of husband and wife.

12. This agreement has been agreed to by wife as sufficient to meet wife's present needs and within husband's present ability to pay based solely on the information heretofore made available by husband in his deposition given on June 19, 1973. If it should hereafter be that husband's information in this respect was materially inaccurate, incomplete, or otherwise not candid, full or complete, it is understood and agreed that wife reserves the right to reopen the question of her support and the

amount thereof, and failing agreement between the parties in respect thereto, to resort to this Court to seek modification thereof.

13. Husband has prepared all income tax returns over the past few years and will do so for 1973. Husband agrees to indemnify and hold wife harmless, and to defend wife against all claims by taxing authorities for deficiencies, penalties or assessments arising from such returns and will pay all such assessments, penalties or deficiencies. After exhausting all legal remedies to contest same, husband will reimburse wife for the amount of any such assessments, penalties or deficiencies which wife may be required to pay, (particularly should it be necessary for wife to pay them in order to clear title to the Gardner Drive residence), and husband, will pay wife's reasonable attorneys' fees and costs, if husband doesn't properly defend wife, incurred by her in resisting such tax assessments, penalties or deficiencies. Husband will prepare and both will sign (based on what husband certifies as correct) the 1973 state and federal income tax returns and husband will pay any amount due or receive any refunds.

14. In the event the financial status of either of the parties hereto should greatly change (by inheritance or otherwise) from the present this agreement may be renegotiated and submitted to this Court for modification or in the absence of agreement submitted to this Court for determination. However, remarriage of the husband or new responsibilities of the husband shall be no ground for seeking a change in this agreement; nor shall the wife's earned income, unless her total income from alimony and earnings equal more than \$2,000.00 per month. If the wife total income from both earnings and alimony for a year average more than \$2,000.00 per

month, husband shall be entitled to reduce his alimony payments for the following year to a point where wife's total income shall not be more than \$2,000.00 a month for a yearly average; provided, however, that husband's alimony payments shall not be reduced below \$1,240.00 (the amount which he is presently required to pay) regardless of the wife's earnings.

15. Husband and wife shall at any time or times hereafter make, execute and deliver any and all further instruments, papers or documents as the other shall reasonably require for the purpose of giving full effect to this agreement and to the covenants and provisions herein contained.

16. Both husband and wife hereby represent to each other that in the negotiation, consideration, execution and delivery of this agreement, each has been represented by counsel of his or her own choosing, and each has been advised of his or her rights in the premises, and that each understands those rights and covenants and agrees that the terms set forth in this agreement are fair and reasonable.

17. This agreement shall be presented to the Court in which the aforesaid divorce proceeding is presently pending with the understanding that the parties shall each move or petition the Court to ratify and confirm this agreement and to make the same a part of any decree which is entered in such proceedings.

18. This agreement is entire and complete and contains all of the understandings and agreements between the parties and their respective attorneys; and no other representations, agreements, undertakings, or warranties of any kind or nature have been made by either of the parties to the other to induce the making and execution of this agreement; and each of the parties does hereby agree

not to assert to the contrary and further represents to the other that there is no other or different agreement between them. The terms and conditions of this agreement shall not be altered or modified except by written agreement signed by both parties hereto, or by this Court.

19. All of the terms, provisions, covenants and agreements contained in this agreement shall inure to and be binding upon the parties hereto and their respective heirs, assigns, executors, administrators and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this the 26 day of February, 1974.

/s/ Lillian M. Orr  
Lillian M. Orr

APPROVED ON BEHALF  
OF WIFE:

/s/ W. F. Horsley  
ATTORNEY OF RECORD

/s/ William H. Orr  
William H. Orr

APPROVED ON BEHALF OF  
HUSBAND:

/s/ Jacob Walker, Jr.  
ATTORNEY OF RECORD

FILED IN OFFICE THIS  
Feb 26 1974  
/s/ Hal Smith, REGISTER  
CIRCUIT COURT, IN EQUITY  
LEE COUNTY, ALABAMA



## APPENDIX B

IN THE CIRCUIT COURT OF  
LEE COUNTY, ALABAMA

IN RE: THE MARRIAGE OF	)	
	)	
LILLIAN M. ORR AND	)	
	)	
WILLIAM HERBERT ORR.	)	
	)	
	)	CASE NO. 186
	)	
LILLIAN M. ORR,	)	
	)	
COMPLAINANT,	)	
	)	
VS.	)	
	)	
WILLIAM HERBERT ORR,	)	
	)	
RESPONDENT.	)	

PETITION FOR RULE TO SHOW CAUSE  
AND FOR JUDGMENT

Comes now Lillian M. Orr, complainant in the above styled cause, and represents and shows unto this Honorable Court as follows:

1. That this Court on, to-wit, February 26, 1974, rendered a decree of divorce forever dissolving the bonds of matrimony between the parties hereto.

2. The said decree of dicorce (a copy of which is marked Exhibit "A", attached hereto, and made a part

hereof by reference) provides, *inter alia* that the respondent will pay to the complainant \$1,656.00 per month as alimony, said payments to be made in the amount of \$828.00 per payment on the 5th and 20th of each month.

3. Complainant alleges that the last payment made to her by respondent was in the amount of \$828.00, and was made on June 5, 1976. The payments for June 20, 1976, July 5, 1976, and July 20, 1976, have not been made by respondent as ordered by said divorce decree, and the said respondent is in arrears on said payments in the amount of \$2,484.00, and the said sum of \$2,484.00 is due and owing to complainant.

4. Complainant says that respondent's failure to make said payments as required by the divorce decree has been willful and contemptuous.

THE PREMISES CONSIDERED, your petitioner prays that the Court grant the following relief:

1. Respondent be ordered to pay, as alimony, all sums which he has failed and refused to pay since June 5, 1976, said amount to be calculated at the rate of \$828.00 due on the 5th and 20th of each month, to the date of the hearing of this petition.

2. That respondent be ordered to pay the attorney fees of complainant in connection with this petition and that costs of Court be taxed against the respondent.

3. That respondent be punished as for a contempt.

4. Complainant prays for such other, further and different relief as may be proper.

/s/ Lillian M. Orr  
Lillian M. Orr

STATE OF ALABAMA,  
LEE COUNTY.

Personally appeared before, the undersigned authority,  
in and for said county and state, Lillian M. Orr, who is  
known to me, and who after being first duly sworn did  
depone and say that she has read the averments of the  
above and foregoing petition, and that the facts stated  
therein are true and correct.

/s/ Lillian M. Orr  
Lillian M. Orr

Sworn to and subscribed before  
me on this the 28th day of  
July, 1976.

/s/ Corinne E. Panco  
Notary Public, Lee County,  
Alabama

FILED IN OFFICE THIS  
JUL 28 1976  
HAL SMITH, Register,  
Circuit Court, In Equity  
Lee County, Alabama

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